

<i>SERFF Tracking Number:</i>	<i>UNON-125827187</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Acadia Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10034925 \$50</i>
<i>Company Tracking Number:</i>	<i>08-GL-FM-77</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>2008 GL Form Filings</i>		
<i>Project Name/Number:</i>	<i>12-08 AR GL Form Filing/</i>		

Filing at a Glance

Companies: Acadia Insurance Company, Continental Western Insurance Company, Union Insurance Company

Product Name: 2008 GL Form Filings

SERFF Tr Num: UNON-125827187 State: Arkansas

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: #10034925 \$50

Made/Occurrence

Sub-TOI: 17.0001 Commercial General Liability Co Tr Num: 08-GL-FM-77

State Status: Fees verified and received

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts

Authors: Frances Linker, Tamara Manuel

Disposition Date: 10/07/2008

Date Submitted: 09/24/2008

Disposition Status: Approved

Effective Date Requested (New): 12/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 12/01/2008

Effective Date (Renewal):

State Filing Description:

General Information

Project Name: 12-08 AR GL Form Filing

Status of Filing in Domicile:

Project Number:

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Continental Western Insurance Company, Union Insurance Company and Acadia Insurance Company propose to adopt the following company endorsements for all policies effective December 1, 2008 for new and renewal business.

CL CG 21 29 06 08 Exclusion – Residential Construction, Design or Development

CL CG 21 30 06 08 Exclusion – Injury of Damage Arising Out of Products/Completed Operations Hazard and Related to

SERFF Tracking Number: UNON-125827187 State: Arkansas
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Movement of Land, Earth, Soil or Mud

CL CG 21 31 06 08 Exclusion – Injury or Damage Related to Movement of Land, Earth, Soil or Mud (All Operations)

CL PN 20 72 06 08 Notice to Policyholder – Exclusion – Residential Construction, Design or Development

CL PN 20 73 06 08 Notice to Policyholder – Earth Movement and Subsidence Exclusion

CL PN 21 28 06 08 Notice to Policyholder – Changes to the Residential Construction, Design or Development

Exclusions

CL PN 21 29 06 08 Notice to Policyholder – Changes to Land, Earth, Soil or Mud Movement Exclusion

We are revising CL CG 21 29, CL CG 21 30 and CL CG 21 31 to replace the forms of the same name and number with an edition date of 03 06. These are optional forms and are available at the underwriter's discretion.

CL PN 21 28 will be attached to a renewal policy that has CL CG 21 29 endorsement from December 1, 2008 for 1 year until all policies have renewed. CL PN 21 29 will be attached to a renewal policy that has either the CL CG 21 30 or CL CG 21 31 endorsement from December 1, 2008 for 1 year until all policies have renewed. CL PN 20 72 and CL PN 20 73 will be available to the Underwriter to attach if no prior exclusion applied to the policy.

We are not revising any company rules for the forms. The forms are covered by current rules and notices and do not require rules. Therefore, there are no rule revisions.

Company and Contact

Filing Contact Information

Frances Linker, Compliance Analyst flinker@usic.com
 P. O. Box 152180 (972) 719-2400 [Phone]
 Irving, TX 75015-2180 (972) 719-2301[FAX]

Filing Company Information

Acadia Insurance Company	CoCode: 31325	State of Domicile: New Hampshire
P. O. Box 152180	Group Code: 98	Company Type: P & C
Irving, TX 75015-2180	Group Name: W. R. Berkley	State ID Number:
(972) 719-2465 ext. [Phone]	FEIN Number: 01-0471706	

Continental Western Insurance Company	CoCode: 10804	State of Domicile: Iowa
P. O. Box 152180	Group Code: 98	Company Type: P & C

SERFF Tracking Number: UNON-125827187 *State:* Arkansas
First Filing Company: Acadia Insurance Company, ... *State Tracking Number:* #10034925 \$50
Company Tracking Number: 08-GL-FM-77
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: 2008 GL Form Filings
Project Name/Number: 12-08 AR GL Form Filing/

Irving, TX 75015-2180 (972) 719-2400 ext. 2465[Phone]	Group Name: W. R. Berkley FEIN Number: 42-0594770 -----	State ID Number:
Union Insurance Company 122 W. Carpenter Freeway Suite 350 Irving, TX 75039 (972) 719-2400 ext. 2465[Phone]	CoCode: 25844 Group Code: 98 Group Name: W. R. Berkle FEIN Number: 47-0547953 -----	State of Domicile: Iowa Company Type: P&C State ID Number:

SERFF Tracking Number: UNON-125827187 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50

Company Tracking Number: 08-GL-FM-77

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 GL Form Filings

Project Name/Number: 12-08 AR GL Form Filing/

Filing Fees

Fee Required? Yes

Fee Amount: \$50.00

Retaliatory? No

Fee Explanation: \$50.00 fee per filing

Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Acadia Insurance Company	\$0.00		
Continental Western Insurance Company	\$0.00		
Union Insurance Company	\$0.00		

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
10034925	\$50.00	09/23/2008

SERFF Tracking Number: UNON-125827187 *State:* Arkansas
First Filing Company: Acadia Insurance Company, ... *State Tracking Number:* #10034925 \$50
Company Tracking Number: 08-GL-FM-77
TOI: 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0001 Commercial General Liability
Product Name: 2008 GL Form Filings
Project Name/Number: 12-08 AR GL Form Filing/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	10/07/2008	10/07/2008

SERFF Tracking Number: UNON-125827187 State: Arkansas
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50
Company Tracking Number: 08-GL-FM-77
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2008 GL Form Filings
Project Name/Number: 12-08 AR GL Form Filing/

Disposition

Disposition Date: 10/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

SERFF Tracking Number: UNON-125827187 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50

Company Tracking Number: 08-GL-FM-77

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 GL Form Filings

Project Name/Number: 12-08 AR GL Form Filing/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Exclusion - Residential Construction, Design or Development	Approved	Yes
Form	Exclusion - Injury or Damage Arising Out of Products/Completed Operations Hazard and Related to Movement of Land, Earth, Soil or Mud	Approved	Yes
Form	Exclusion - Injury or Damage Related to Movement of Land, Earth, Soil or Mud (All Operations)	Approved	Yes
Form	Notice to Policyholder - Exclusion - Residential construction, Design or Development	Approved	Yes
Form	Notice tp Policyholder - Earth Movement and Subsidence Exclusion	Approved	Yes
Form	Notice to Policyholder - Changes to the Residential Construction, Design or Development Exclusions	Approved	Yes
Form	Notice to Policyholder - Changes to Land, Earth, Soil or Mud Movement Exclusion	Approved	Yes

SERFF Tracking Number: UNON-125827187 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50

Company Tracking Number: 08-GL-FM-77

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 GL Form Filings

Project Name/Number: 12-08 AR GL Form Filing/

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Exclusion - Residential Construction, Design or Development	CL CG 21 29	06 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL CG 21 29 03 06 Previous Filing #:		CL CG 21 29 06 08 Final.pdf CL CG 21 29 06 08 strike.pdf
Approved	Exclusion - Injury or Damage Arising Out of Products/Completed Operations Hazard and Related to Movement of Land, Earth, Soil or Mud	CL CG 21 30	06 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL CG 21 30 03 06 Previous Filing #:		CL CG 21 30 06 08 Final.pdf CL CG 21 30 06 08 Strike.pdf
Approved	Exclusion - Injury or Damage Related to Movement of Land, Earth, Soil or Mud (All Operations)	CL CG 21 31	06 08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 CL CG 21 31 03 06 Previous Filing #:		CL CG 21 31 06 08 Final.pdf CL CG 21 31 06 08 Strike.pdf
Approved	Notice to Policyholder - Exclusion - Residential construction, Design or Development	CL PN 20 72	06 08	Disclosure/ New Notice		0.00	CL PN 20 72 06 08.pdf
Approved	Notice to Policyholder - Earth Movement	CL PN 20 73	06 08	Disclosure/ New Notice		0.00	CL PN 20 73 06 08.pdf

SERFF Tracking Number: UNON-125827187 State: Arkansas

First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50

Company Tracking Number: 08-GL-FM-77

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability

Product Name: 2008 GL Form Filings

Project Name/Number: 12-08 AR GL Form Filing/

and Subsidence
Exclusion

Approved	Notice to Policyholder - Changes to the Residential Construction, Design or Development Exclusions	CL PN 21 06 08 28	Disclosure/ New Notice	0.00	CL PN 21 29 06 08.pdf
Approved	Notice to Policyholder - Changes to Land, Earth, Soil or Mud Movement Exclusion	CL PN 21 06 08 29	Disclosure/ New Notice	0.00	CL PN 21 29 06 08.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to:

- (1)** Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Form; and
- (2)** Paragraph 2. **Exclusions** of **Section I – Bodily Injury And Property Damage Liability** of the Owners And Contractors Protective Liability Coverage Form:

This insurance does not apply to:

Residential Construction, Design or Development

- 1.** “Bodily injury”, “property damage or “reduction in value” directly or indirectly caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, “your work” or “your product” involving any “residential building or structure” and included within the “products-completed operations hazard”, including “your products” which have or will become a part of the real property of any “residential building or structure”.

Such damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury or damage, including, but not limited to:

a. Faulty, inadequate or defective:

- (1)** Planning, zoning, development, surveying, or siting; or
- (2)** Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
- (3)** Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located;

- b.** Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;
 - c.** Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
 - d.** Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;
 - e.** Water that backs up or overflows from a sewer, drain or sump;
 - f.** Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
 - g.** Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or back-filled;
 - h.** Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or
 - i.** Release of water held by a dam, levee or dike or by any other water or flood control device.
- 2.** “Bodily injury”, “property damage”, or “reduction in value” for which any insured assumes liability in any part of any contract or agreement related to “your work” or “your product” described in section **A.1.** above, regardless of whether such contract or agreement is an “insured contract”.

3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to "your work" and/or "your product" described in section A.1. above.

4. However, this exclusion does not apply to injury or damage arising out of any maintenance or repair work performed by you or on your behalf provided that:

- a. Such work is not remodeling work.
- b. Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

B. With respect to "your work" described in paragraph A.1. above, **Exclusion I. Damage To Your Product** contained in **Section I – Coverage A – Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Form is deleted entirely and replaced by the following:

I. Damage To Your Work

"Property damage" to or "reduction in value" of "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

C. The following exclusion is added to:

(1) Paragraph 2. **Exclusions of Section I - Coverage B. – Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Form; and

(2) Paragraph 2. **Exclusions of Section I - Coverage B. – Personal Injury Liability** of the Owners and Contractors Protective Liability Coverage Form, if Personal Injury Liability is applicable.

This insurance does not apply to:

Residential Construction, Design or Development

1. "Personal Injury" or "personal and advertising injury" directly or indirectly caused by, resulting from, aggravated by, based on or attributable to an offense arising out of, or in any manner related to, "your work" or "your product" involving any "residential building or structure", including "your products" which have or will become a part of the real property of any "residential building or structure".

Such injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury, including, but not limited to:

a. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, or siting; or

(2) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or

(3) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

b. Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;

c. Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;

d. Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

e. Water that backs up or overflows from a sewer, drain or sump;

f. Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

g. Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or back-filled;

h. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

i. Release of water held by a dam, levee or dike or by any other water or flood control device.

2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries caused by an offense arising out of, or in any manner related to "your work" or "your product" involving any "residential building or structure", including "your products" which have or will become a part of the real property of any "residential building or structure".

3. However, this exclusion does not apply to injury caused by an offense arising out of any maintenance or repair work performed by you or on your behalf provided that:
 - a. Such work is not remodeling work.
 - b. Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

D. Additional Definitions:

As used in this endorsement:

1. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.
2. "Residential building or structure" means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to:

- (1) Paragraph 2. **Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Form; and
- (2) Paragraph 2. **Exclusions** of **Section I – Bodily Injury And Property Damage Liability** of the Owners And Contractors Protective Liability Coverage Form:

This insurance does not apply to:

Residential Construction, Design or Development

1. “Bodily injury”, “property damage” or “reduction in value” directly or indirectly caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, “your work” or “your product” involving any “residential building or structure” and included within the “products-completed operations hazard”, including “your products” which have or will become a part of the real property of any “residential building or structure”.

Such damage or injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury or damage, including, but not limited to:

a. ~~f~~Faulty, inadequate or defective:

(1)~~a.~~ Planning, zoning, development, surveying, or siting; or

(2)~~b.~~ Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or

(3)~~c.~~ Materials used in the construction, renovation or remodeling, of part or all of any property wherever located;

b. ~~Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;~~

c. ~~Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;~~

d. ~~Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;~~

e. ~~Water that backs up or overflows from a sewer, drain or sump;~~

f. ~~Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;~~

g. ~~Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or back-filled;~~

h. ~~Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or~~

i. ~~Release of water held by a dam, levee or dike or by any other water or flood control device.~~

2. “Bodily injury”, “property damage”, or “reduction in value” for which any insured assumes liability in any part of any contract or agreement related to “your work” or “your product” described in section A.1. above, regardless of whether such contract or agreement is an “insured contract”.
3. Any loss, cost, fine, penalty or other expense arising out of any claim or “suit”, in-

cluding any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to "your work" and/or "your product" described in section A.1. above.

B4. ~~However, The~~ this exclusion in ~~Paragraph A. above~~ does not apply to injury or damage arising out of any maintenance or repair work performed by you or on your behalf provided that:

1a. Such work is not remodeling work.

2b. Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

CB. With respect to "your work" described in paragraph A.1. ~~and/or paragraph B. above~~, **Exclusion I. Damage To Your Product** contained in **Section I – Coverage A – Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Form is deleted entirely and replaced by the following:

I. Damage To Your Work

"Property damage" to or "reduction in value" of "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

DC. The following exclusion is added to:

(1) Paragraph 2. Exclusions of Section I – Coverage B. – Personal And Advertising Injury Liability of the Commercial General Liability Coverage Form; ~~and:~~

(2) Paragraph 2. Exclusions of Section I - Coverage B. – Personal Injury Liability of the Owners and Contractors Protective Liability Coverage Form, if Personal Injury Liability is applicable.

This insurance does not apply to:

Residential Construction, Design or Development

1. "Personal and advertising injury" directly or indirectly caused by, resulting from, aggravated by, based on or attributable to an offense arising out of, or in any manner related to, "your work" or "your product" involving any "residential building or structure", including "your products" which have or will become a part of the real property of any "residential building or structure".

Such injury is excluded regardless of any other cause or event that contributes concurrently or in any sequence or manner to that injury, including, but not limited to:

a. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, or siting; or

(2) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or

(3) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

b. Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body;

c. Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty;

d. Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

e. Water that backs up or overflows from a sewer, drain or sump;

f. Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

g. Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or back-filled;

h. Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not; or

i. Release of water held by a dam, levee or dike or by any other water or flood control device.

2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries ~~or damages~~ caused by an offense arising out of, or in any manner related to "your work" or "your product involving any "residential building or structure", including "your products" which have or will become a part of the

real property of any “residential building or structure”.

3. However, this exclusion does not apply to injury caused by an offense arising out of any maintenance or repair work performed by you or on your behalf provided that:

- a. Such work is not remodeling work.
- b. Such work is not performed for the developer of the property or any related entity, including, but not limited to, the General Contractor, Project Manager, or Construction Manager.

ED. Additional Definitions:

As used in this endorsement:

- 1. “Reduction in value” means any claim, demand or “suit” that alleges diminution, impairment or devaluation of property.
- 2. “Residential building or structure” means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE ARISING OUT OF PRODUCTS/COMPLETED OPERATIONS HAZARD AND RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following is added to:

- (1) Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** of the Commercial General Liability Coverage Form; and
- (2) Paragraph 2. Exclusions of Section I - Bodily Injury and Property Damage Liability of the Owners and Contractors Protective Liability Coverage Form.**

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

- 1.** “Bodily injury”, “property damage”, or “reduction-in-value” arising out of the “products-completed operations hazard” and caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributed to, arising out of, or in any manner related to, land, earth, soil or mud movement in any direction, regardless of:
 - a.** Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or
 - b.** Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1)** Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2)** Release of water held by a dam, levee or dike or by any other water or flood control device;
 - (3)** Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other

ground material, all whether naturally occurring or backfilled;

- (4)** Water that backs up or overflows from a sewer, drain or sump;
- (5)** Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.
- (6)** Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7)** Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8)** Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9)** Faulty, inadequate or defective:
 - (a)** Planning, zoning, development, surveying, or siting; or
 - (b)** Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c)** Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. "Bodily injury", "property damage or "reduction-in-value" arising out of the "products-completed operations hazard" and for which any insured assumes liability in any part of any contract or agreement related to land, earth, soil or mud movement described in section **A.1.** above, regardless of whether such contract or agreement is an "insured contract".
3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages arising out of the "products-completed operations hazard" and caused by or related to land, earth, soil or mud movement in any direction described in section **A.1.** above.

B. The following exclusion is added to:

- (1) Paragraph **2. Exclusions** of **Section I - Coverage B. – Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Form; and
- (2) Paragraph **2. Exclusions** of **Section I - Coverage B. – Personal Injury Liability** of the Owners and Contractors Protective Liability Coverage Form, if Personal Injury Liability is applicable.

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. "Personal injury" or "personal and advertising injury" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of , or in any manner related to, land, earth, soil or mud movement, in any direction, regardless of:
 - a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or
 - b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1) Flood, surface water waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Release of water held by a dam, levee or dike or by any other water or flood control device;

- (3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;
- (4) Water that backs up or overflows from a sewer, drain or sump;
- (5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.
- (6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying, or siting; or
 - (b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to land, earth, soil or mud movement in any direction described in section **B.1.** above.

C. The following definition is added to **Section V -- Definitions**:

"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE ARISING OUT OF PRODUCTS-COMPLETED OPERATIONS HAZARD AND RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to:

- (1) Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability of the Commercial General Liability Coverage Form; and
- (2) Paragraph 2. Exclusions of Section I – Bodily Injury And Property Damage Liability of the Owners And Contractors Protective Liability Coverage Form:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. “Bodily injury”, “property damage”, or “reduction-in-value” arising out of the “products-completed operations hazard” and caused directly or indirectly ~~indirectly~~ or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to ~~the movement, in any direction, of~~ land, earth, soil or mud movement in any direction, regardless of:
 - a. ~~The cause or source of such land, earth, soil or mud movement; Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or~~
 - b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Release of water held by a dam, levee or dike or by any other water or flood control device;

- (3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;;
- (4) Water that backs up or overflows from a sewer, drain or sump;
- (5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.
- (6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying, or siting; or
 - (b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c) Materials used in the construction, renovation or remodeling.

of part or all of any property wherever located. Whether such land, earth, soil or mud movement arises from natural or man-made forces or causes; or

~~c. Whether such land, earth, soil or mud movement occurs:~~

~~(1) Independently of;~~

~~(2) As a result of;~~

~~(3) In concurrence or connection with; or~~

~~(4) In any sequence associated with any other natural or man-made forces, causes, events or operations, including, but not limited to:~~

~~(a) Flood waters, surface waters, subterranean waters, percolating waters, waves, tides or tidal waves, overflow of streams or other bodies of water, spray from any of the foregoing, or irrigation or other appropriated waters, all whether driven by wind or not;~~

~~(b) Storm or sanitary sewer drain stoppage or back flow or water which backs up through sewers, drains or sumps;~~

~~(c) Surface water or water below the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;~~

~~(d) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or~~

~~(e) Faulty, inadequate or defective:~~

~~1. Planning, zoning, development, surveying, or siting; or~~

~~2. Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or~~

~~3. Materials used in the construction, renovation or remodeling,~~

~~of part or all of any property wherever located.~~

~~(3) in concurrence or connection with;
or~~

2. "Bodily injury", "property damage", or "reduction-in-value" arising out of the "products-completed operations hazard" and for which any insured assumes liability in any part of any contract or agreement related to the ~~movement of~~ land, earth, soil or mud ~~movement~~ described in section A.1. above, regardless of whether such contract or agreement is an "insured contract".
3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages arising out of the "products-completed operations hazard" and caused by or related to ~~land, earth, soil or mud movement in any direction~~ ~~the movement of land, earth, soil or mud~~ described in section A.1. above.

B. The following exclusion is added to:

- (1) Paragraph 2. Exclusions of Section I -- Coverage B. – Personal And Advertising Injury Liability of the Commercial General Liability Coverage Form; and
- (2) Paragraph 2. Exclusions of Section I – Coverage B. – Personal Injury Liability of the Owners ~~a~~And Contractors Protective Liability Coverage Form, if ~~Personal Injury Liability~~ is applicable:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. "Personal injury" or "personal and advertising injury" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, ~~the movement, in any direction, of~~ land, earth, soil or mud ~~movement, in any direction~~, regardless of:
 - ~~a. The cause or source of such land, earth, soil or mud movement;~~
 - ~~b. Whether such land, earth, soil or mud movement arises from natural or man-made forces or causes; or~~
 - ~~c. Whether such land, earth, soil or mud movement occurs:~~
 - ~~(1) Independently of;~~
 - ~~(2) As a result of;~~

~~(4) In any sequence associated with~~

~~Any other natural or man-made forces, causes, events or operations, including, but not limited to:~~

~~(a) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or~~

~~(b) Faulty, inadequate or defective:~~

~~1. Planning, zoning, development, surveying, or siting; or~~

~~2. Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or~~

~~3. Materials used in the construction, renovation or remodeling,~~

~~of part or all of any property wherever located.~~

a. Land, earth, soil or mud movement includes, but not limited to, earthquake, landslide, mudflow, subsidence, sinkhole, erosion, upheaval, rising, shifting, sinking, settling, slippage, sliding, falling away, shrinking, expanding, contracting, freezing, thawing, caving in, tilting, improperly compacted soil, or the action of water in, on or under the ground surface. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or

b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:

(1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

(2) Release of water held by a dam, levee or dike or by any other water or flood control device;

(3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;;

(4) Water that backs up or overflows from a sewer, drain or sump;

(5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations.

(6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;

(7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;

(8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or

(9) Faulty, inadequate or defective:

(a) Planning, zoning, development, surveying, or siting; or

(b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or

(c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

~~2.~~ 2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to the movement of land, earth, soil or mud movement in any direction described in section B.1. above.

CB. Additional Definitions:

~~As used in this endorsement~~ The following definition is added to Section V – Definitions:

1. Land, earth, soil or mud movement includes, but is not limited to, earthquake, landslide, mudflow, subsidence, sinkhole, erosion, upheaval, rising, shifting, sinking, settling, slippage, sliding, falling away, shrinking, expanding, contracting, freezing, thawing, caving in, tilting, improperly compacted soil, or

~~the action of water in, on or under the ground surface.~~

- ~~2.~~ "Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD (ALL OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to:

- (1)** Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability of the Commercial General Liability Coverage Form; and
- (2)** Paragraph 2. Exclusions of Section I – Bodily Injury And Property Damage Liability of the Owners And Contractors Protective Liability Coverage Form:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

- 1.** “Bodily injury”, “property damage”, or “reduction-in-value” caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributed to, arising out of, or in any manner related to land, earth, soil or mud movement in any direction, regardless of:
 - a.** Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or
 - b.** Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1)** Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2)** Release of water held by a dam, levee or dike or by any other water or flood control device;
 - (3)** Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;;

- (4)** Water that backs up or overflows from a sewer, drain or sump;
- (5)** Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.
- (6)** Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7)** Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8)** Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9)** Faulty, inadequate or defective:
 - (a)** Planning, zoning, development, surveying, or siting; or
 - (b)** Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c)** Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. "Bodily injury", "property damage", or "reduction-in-value" for which any insured assumes liability in any part of any contract or agreement related to the land, earth, soil or mud movement described in section **A.1.** above, regardless of whether such contract or agreement is an "insured contract".
3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages and caused by or related to land, earth, soil or mud movement in any direction described in section **A.1.** above.

B. The following exclusion is added to:

- (1) Paragraph **2. Exclusions of Section I -- Coverage B. – Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Form; and
- (2) Paragraph **2. Exclusions of Section I – Coverage B. – Personal Injury Liability** of the Owners and Contractors Protective Liability Coverage Form, if Personal Injury Liability is applicable:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. "Personal injury" or "personal and advertising injury" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, land, earth, soil or mud movement, in any direction, regardless of:
 - a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or
 - b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Release of water held by a dam, levee or dike or by any other water or flood control device;
 - (3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;

- (4) Water that backs up or overflows from a sewer, drain or sump;
- (5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations.
- (6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying, or siting; or
 - (b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to land, earth, soil or mud movement in any direction described in section **B.1.** above.

C. The following definition is added to Section V – Definitions:

"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – INJURY OR DAMAGE RELATED TO MOVEMENT OF LAND, EARTH, SOIL OR MUD (ALL OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM

A. The following exclusion is added to:

- (1) Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability of the Comprehensive General Liability Coverage Form; and
- (2) Paragraph 2. Exclusions of Section I – Bodily Injury And Property Damage Liability of the Owners And Contractors Protective Liability Coverage Form; or
- (3) Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and to paragraph 2. Exclusions of Section I – Coverage B – Personal Liability of the Owners And Contractors Protective Liability Coverage Form if Personal Injury Liability is applicable:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. 1. “Bodily injury”, “property damage”, “personal injury”, “personal and advertising injury” or “reduction-in-value” caused directly or indirectly or in whole or in part by, caused by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, any movement of land, earth, soil or mud movement in any direction, regardless of; including but not limited to, earthquake, landslide, mudflow, subsidence, sinkhole, erosion, upheaval, rising, shifting, sinking, settling, slippage, sliding, falling away, shrinking, expanding, contracting, freezing, thawing, caving in, tilting, improperly compacted soil, or the action of water in, on or under the ground surface.
 - a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or

~~Such injury or damage is excluded regardless of anyb.~~ Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to; or manner to that injury or damage, including, but not limited to, the following:

- (1)a. ~~Flood waters,~~ surface waters, ~~subterranean waters, percolating waters,~~ waves, tides, ~~or~~ tidal waves, overflow of any body streams or other bodies of water, or their spray, spray from any of the foregoing, or irrigation or other appropriated waters, all whether driven by wind or not;
- (2) Release of water held by a dam, levee or dike or by any other water or flood control device;
- (3) Mudslide or mudflow, including, but not limited to, water that carries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;;
- (4) Water that backs up or overflows from a sewer, drain or sump;
- (5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations or other parts of realty.
- (6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7) Soil conditions which cause cracking or disarrangement of parts of re-

alty, including action of water under the ground surface;

(8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or

(9) Faulty, inadequate or defective:

(a) Planning, zoning, development, surveying, or siting; or

(b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or

(c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

~~b. Storm or sanitary sewer drain stoppage or back flow or water which backs up through sewers, drains or sumps;~~

~~c. Surface water or water below the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;~~

~~d. Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or~~

~~e. Faulty, inadequate or defective:~~

~~(1) Planning, zoning, development, surveying, or siting; or~~

~~(2) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction, drainage; or~~

~~(3) Materials used in the construction, renovation or remodeling,~~

~~of part or all of any property wherever located.~~

2. "Bodily injury", "property damage", "~~personal injury~~", "~~personal and advertising injury~~" or "reduction-in-value" for which any insured assumes liability in any part of any contract or agreement related to the ~~movement of~~ land, earth, soil or mud movement described in section **A.1.** above, regardless of whether such contract or agreement is an "insured contract".
3. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to ~~the movement of~~ land, earth, soil or mud movement in any direction described in section **A.1.** above.

B. The following exclusion is added to:

- (1) Paragraph **2. Exclusions of Section I -- Coverage B. – Personal And Advertising Injury Liability** of the Commercial General Liability Coverage Form; and
- (2) Paragraph **2. Exclusions of Section I -- Coverage B. – Personal Injury Liability** of the Owners and Contractors Protective Liability Coverage Form, if Personal Injury Liability is applicable:

This insurance does not apply to:

Movement of Land, Earth, Soil or Mud

1. "Personal injury" or "personal and advertising injury" caused directly or indirectly or in whole or in part by, resulting from, aggravated by, based on or attributable to, arising out of, or in any manner related to, land, earth, soil or mud movement, in any direction, regardless of:
 - a. Whether such land, earth, soil or mud movement occurs suddenly or gradually, is isolated or widespread, arises from natural or external forces, negligent or intentional acts of man, or occurs as a result of any combination of these; or
 - b. Any other cause or event that contributes concurrently or in any sequence to the loss or damage; including, but not limited to:
 - (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - (2) Release of water held by a dam, levee or dike or by any other water or flood control device;
 - (3) Mudslide or mudflow, including, but not limited to, water that car-

ries earth, soil, rock, sand and/or other ground material, all whether naturally occurring or backfilled;;

- (4) Water that backs up or overflows from a sewer, drain or sump;
- (5) Improper ground preparation, design, development or construction that leads to or contributes to flooding or structural building damage, including foundations.
- (6) Surface water or water under the ground that exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways foundations, walls or floors;
- (7) Soil conditions which cause cracking or disarrangement of parts of realty, including action of water under the ground surface;
- (8) Acts, decisions, error or omission, including the failure to act or decide, of any person, group, organization or governmental body; or
- (9) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying, or siting; or
 - (b) Designs, specifications, workmanship, repair, construction, renovation, remodeling, grading, backfilling, compaction, drainage; or
 - (c) Materials used in the construction, renovation or remodeling,

of part or all of any property wherever located.

2. Any loss, cost, fine, penalty or other expense arising out of any claim or "suit", including any obligation to defend, settle or investigate such claim or "suit", for injuries or damages caused by or related to land, earth, soil or mud movement in any direction described in section **B.1.** above.

C. The following definition is added to Section V – Definitions:

"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.

~~B. Additional Definitions:~~

~~"Reduction-in-value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of property.~~

THIS NOTICE SUMMARIZES CHANGES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDER

EXCLUSION – RESIDENTIAL CONSTRUCTION, DESIGN OR DEVELOPMENT

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant restrictions in coverage that were made in each of the policy forms and endorsements shown below.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, the form and endorsement provisions shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CG 21 29 06 08, Exclusion--Residential Construction, Design or Development (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CU 21 34 06 08, Exclusion--Residential Construction, Design or Development (Umbrella Coverage)

When either of these endorsements is attached to your policy, the following restrictions in coverage apply to the **Liability** coverage:

- Coverage is excluded for any injuries or damages, including any expenses, fines, or penalties, directly or indirectly arising out of, resulting from, caused by, resulting from, aggravated by, based upon or attributable to, or in any manner related to, your work involving any “residential building or structure”, regardless of any other cause or event that contributes concurrently or in any sequence or manner to those injuries or damages. However, this restriction only applies to the “products-completed operations hazard”.
- With respect to any residential work, coverage is now excluded for damage to that work arising out of it or any part of it and included in the “products-completed operations hazard”, even if the work was performed on your behalf by a subcontractor.
- A new defined term has been added to your General Liability policy. “Reduction in value” means any claim, demand or suit that alleges diminution, impairment, or devaluation of property. This term is already defined within the Umbrella policy.
- A new definition has been added to both the General Liability and Umbrella coverage forms. “Residential building or structure” means any building or structure occupied for, or intended for occupancy for, human residency (other than a motel or hotel), including, but not limited to, single family dwellings, multi-family dwellings, condominiums, cooperatives, townhouses, apartments, planned unit developments, housing sub-divisions, or any other housing, and also includes other structures adjacent to, used in connection with, or otherwise related to the residential occupancy, including, but not limited to, such appurtenant structures as guest houses, detached garages, sheds, fences, retaining walls, hot tubs, ponds, swimming pools, or any other similar structures.

Please see each respective endorsement for the specific provisions.

Other insurance companies may or may not have these restrictions in their current policy.

**PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS
REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.**

THIS NOTICE SUMMARIZES CHANGES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDER EARTH MOVEMENT AND SUBSIDENCE EXCLUSION

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant changes in coverage that were made in each of the policy forms and endorsements shown below.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, the form and endorsement provisions shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CG 21 30 06 08, Exclusion—Injury Or Damage Arising Out Of Products/Completed Operations Hazard And Related To Movement Of Land, Earth, Soil Or Mud (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CG 21 31 06 08, Exclusion—Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud - All Operations (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CU 99 32 06 08, Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud Following Form (Umbrella Coverage)

When any of these endorsements is attached to your policy, the following restrictions in coverage apply to the **Liability** coverage:

- Coverage is excluded for any injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud, regardless of any other cause or event that contributes concurrently or in any sequence to that injury or damage. Also excluded are any costs, expenses, fines or penalties arising out of any claim or suit for injuries or damages caused by or related to the movement of land, earth, soil or mud.
- A new defined term, "reduction in value", is added to your General Liability policy. "Reduction in value" means any claim, demand or suit that alleges diminution, impairment, or devaluation of property. This term is already defined in the Umbrella Coverage.

Please see each respective endorsement for the specific provisions.

Other insurance companies may or may not have these restrictions in their current policy.

**PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS
REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.**

THIS NOTICE SUMMARIZES CHANGES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDER

CHANGES TO LAND, EARTH, SOIL OR MUD MOVEMENT EXCLUSION

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant changes in coverage that were made in each of the policy forms and endorsements shown below.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, the form and endorsement provisions shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CG 21 30 06 08, Exclusion—Injury Or Damage Arising Out Of Products/Completed Operations Hazard And Related To Movement Of Land, Earth, Soil Or Mud (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CG 21 31 06 08, Exclusion—Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud (All Operations) (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CU 99 32 06 08 Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud Following Form (Umbrella Coverage)

The following changes in the above referenced endorsements have been made:

1. **CL CG 21 30 06 08** and **CL CG 21 31 06 08** have been changed to separate the coverages for Bodily Injury and Property Damage Liability, and Personal And Advertising Injury Liability into separate sections to better track the Commercial General Liability Coverage Form which each modifies.
2. **CL CU 99 32 06 08** has been re-drafted both for clarity and to better track the underlying coverage which it modifies. However, there has been no change in coverage intent. The exclusion added by this endorsement for injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud does not apply to the extent that valid underlying insurance for same exists in a policy listed in the Schedule of Underlying Insurance in the Umbrella policy. Coverage provided will follow the provisions, exclusions and limitations of the scheduled underlying insurance unless otherwise directed.
3. Coverage under all of the referenced endorsements continues to be excluded for any injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud, regardless of any other cause or event that contributes concurrently or in any sequence to that injury or damage. Additional examples of concurrent causation events have been added for clarity with no change in coverage intent. However, to the extent that a jurisdiction may have considered the prior concurrent causation portion ambiguous, this revision may be considered a reduction in coverage.
4. Each form has been reformatted to better track with the underlying coverage form which it modifies.

Please see each respective endorsement for the specific provisions.

Other insurance companies may or may not have these restrictions in their current policy.

**PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS
REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.**

THIS NOTICE SUMMARIZES CHANGES TO YOUR POLICY. PLEASE READ IT CAREFULLY.

NOTICE TO POLICYHOLDER

CHANGES TO LAND, EARTH, SOIL OR MUD MOVEMENT EXCLUSION

This notice has been prepared in conjunction with the implementation of changes to your policy. It contains a brief synopsis of the significant changes in coverage that were made in each of the policy forms and endorsements shown below.

This notice is a summary only. No coverage is provided by this summary, nor can it be construed to replace any provision of the actual endorsement or your policy. If there is a conflict between the form or endorsement provisions and this summary, the form and endorsement provisions shall prevail.

Please read your policy, and the endorsements attached to your policy, carefully.

CL CG 21 30 06 08, Exclusion—Injury Or Damage Arising Out Of Products/Completed Operations Hazard And Related To Movement Of Land, Earth, Soil Or Mud (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CG 21 31 06 08, Exclusion—Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud (All Operations) (Commercial General Liability Coverage Form and Owners; Contractors Protective Liability Coverage Form)

CL CU 99 32 06 08 Injury Or Damage Related To Movement Of Land, Earth, Soil Or Mud Following Form (Umbrella Coverage)

The following changes in the above referenced endorsements have been made:

1. **CL CG 21 30 06 08** and **CL CG 21 31 06 08** have been changed to separate the coverages for Bodily Injury and Property Damage Liability, and Personal And Advertising Injury Liability into separate sections to better track the Commercial General Liability Coverage Form which each modifies.
2. **CL CU 99 32 06 08** has been re-drafted both for clarity and to better track the underlying coverage which it modifies. However, there has been no change in coverage intent. The exclusion added by this endorsement for injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud does not apply to the extent that valid underlying insurance for same exists in a policy listed in the Schedule of Underlying Insurance in the Umbrella policy. Coverage provided will follow the provisions, exclusions and limitations of the scheduled underlying insurance unless otherwise directed.
3. Coverage under all of the referenced endorsements continues to be excluded for any injury or damage directly or indirectly arising out of, resulting from, caused by, based upon or attributable to, or in any manner related to, any movement of land, earth, soil or mud, regardless of any other cause or event that contributes concurrently or in any sequence to that injury or damage. Additional examples of concurrent causation events have been added for clarity with no change in coverage intent. However, to the extent that a jurisdiction may have considered the prior concurrent causation portion ambiguous, this revision may be considered a reduction in coverage.
4. Each form has been reformatted to better track with the underlying coverage form which it modifies.

Please see each respective endorsement for the specific provisions.

Other insurance companies may or may not have these restrictions in their current policy.

**PLEASE CONSULT YOUR AGENT FOR ASSISTANCE WITH QUESTIONS
REGARDING THESE CHANGES OR OTHER INSURANCE MATTERS.**

<i>SERFF Tracking Number:</i>	<i>UNON-125827187</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Acadia Insurance Company, ...</i>	<i>State Tracking Number:</i>	<i>#10034925 \$50</i>
<i>Company Tracking Number:</i>	<i>08-GL-FM-77</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0001 Commercial General Liability</i>
<i>Product Name:</i>	<i>2008 GL Form Filings</i>		
<i>Project Name/Number:</i>	<i>12-08 AR GL Form Filing/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: UNON-125827187 State: Arkansas
First Filing Company: Acadia Insurance Company, ... State Tracking Number: #10034925 \$50
Company Tracking Number: 08-GL-FM-77
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0001 Commercial General Liability
Product Name: 2008 GL Form Filings
Project Name/Number: 12-08 AR GL Form Filing/

Supporting Document Schedules

		Review Status:	
Satisfied -Name:	Uniform Transmittal Document-Property & Casualty	Approved	10/07/2008

Comments:

Attachment:

12-08 GL Trans Doc.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name					Group NAIC #
4. Company Name(s)	Domicile	NAIC #	FEIN #	State #	

5. Company Tracking Number	
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
7. Signature of authorized filer				
8. Please print name of authorized filer				

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)				
10. Sub-Type of Insurance (Sub-TOI)				
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]				
12. Company Program Title (Marketing title)				
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)			
14. Effective Date(s) Requested	New:		Renewal:	
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
16. Reference Organization (if applicable)				
17. Reference Organization # & Title				
18. Company's Date of Filing				
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved			

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	
21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]	

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="height: 600px; position: relative;"> <div style="position: absolute; top: 20px; left: 20px; width: 150px;"> <p>Check #:</p> <p>Amount:</p> </div> <div style="position: absolute; bottom: 20px; right: 20px; background-color: black; color: white; padding: 10px; font-weight: bold;"> Refer to each state's checklist for additional state specific requirements or instructions on calculating fees. </div> </div>	

***Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #				
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

PC FFS-1